

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

In the Matter of the Arbitration Between

C.G.S. Section 10-153f Interest Arbitration
Proceeding

TRUMBULL BOARD OF EDUCATION

-and-

J. Larry Foy, Esq., Panel Chair
John Romanow, Esq., Board Appointed
Jeffrey Rosenberg, Esq., Association
Appointed

TRUMBULL EDUCATION ASSOCIATION

Re: Successor Contract

October 27, 2010

Appearances:

Berchham, Moses, Devlin
By: Floyd Dugas, Esq.
For the Board

James McAuley, CEA Representative
For the Association

Stipulated Arbitration Award

This matter arose from collective bargaining negotiations between the Board and the Association over terms for the successor collective bargaining agreement covering the certified teachers bargaining unit to commence July 1, 2011 (the successor contract). The parties had disputed issues after said negotiations and binding arbitration therefore was imposed in accordance with C.G. S. Section 10-153f.

On September 12, 2010 the arbitration panel convened an initial hearing at the Board's office in Trumbull, Connecticut. The Board and the Association were represented at the hearing. At that time the parties continued to have disputed issues. Two additional hearings were held on October 4 and 6, 2010. At the October 4, 2010 hearing considerable evidence and argument

were received by the panel and additional evidence was to be received at the October 6, 2010 hearing. At the commencement of the October 6, 2010 hearing the parties engaged in extended discussion after which they reported to the arbitration panel that they had reached agreement on stipulations setting forth all provisions for the successor contract. These stipulations subsequently were jointly filed with the arbitration panel in accordance with C.G.S. 10-153f (c) (4). *

Since no disputed issues remain, we hereby issue the attached parties' stipulations as the Stipulated Award of the panel.

*“(4)....At any time prior to the issuance of a decision by the arbitrators...the parties may jointly file with the arbitrators...any stipulations setting forth contract provisions which both parties agree to accept.”

Arbitration Panel Signature Page


Trumbull Board of Education

-and-

Trumbull Education Association

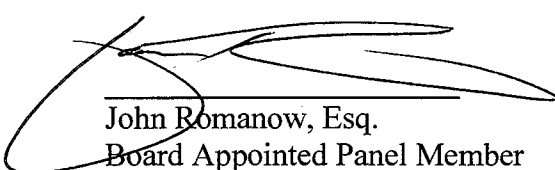
C.G.S. Sec. 10-153f Interest Arbitration

10/27/10



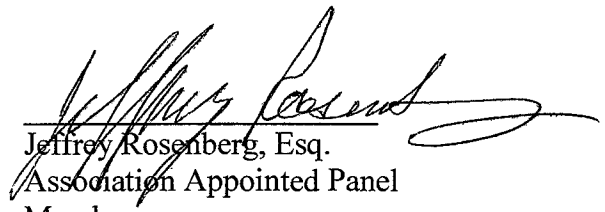
J. Larry Foy
Panel Chair

10/27/10



John Romanow, Esq.
Board Appointed Panel Member

10/27/10



Jeffrey Rosenberg, Esq.
Association Appointed Panel
Member

~~AGREEMENT~~

~~BETWEEN~~

TRUMBULL BOARD OF EDUCATION

AND

TRUMBULL EDUCATION ASSOCIATION

EFFECTIVE JULY 1, ~~2007~~2011 - JUNE 30, ~~2011~~2014

AGREED UPON LANGUAGE

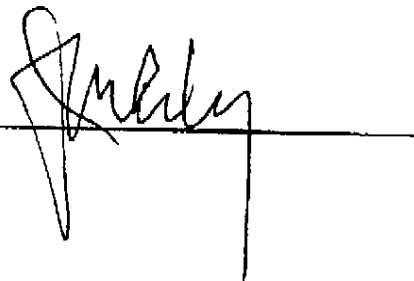
TRUMBULL BOARD OF EDUCATION
ASSOCIATION

TRUMBULL EDUCATION

By



By



P R E A M B L E

This AGREEMENT is made and entered into this ____ day of September, ~~2006~~**2010** by and between the TRUMBULL BOARD OF EDUCATION (hereinafter called the "Board") and the TRUMBULL EDUCATION ASSOCIATION (hereinafter called the "Association"), affiliated with the CONNECTICUT EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION.

ARTICLE I
PURPOSE
SECTION 1

The Agreement is negotiated pursuant to the relevant provisions of Section 10-153 of the Connecticut General Statutes, as amended, in order:

1.1 To fix for its terms the salaries, hours and other conditions of employment provided herein, and

1.2 To encourage and abet effective and harmonious working relationships between the Board and the Association and the professional staff in order that the cause of public education may be best served in Trumbull.

SECTION 2

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board acting by itself or through the Superintendent of Schools or his/her designee.

SECTION 3

The Board agrees that it will not unilaterally change the Board policies without prior discussion with the appropriate committee of the Association, or person representing the Association.

ARTICLE II
RECOGNITION

SECTION 1

Pursuant to the Certification of Results of an Election which took place on December 1, 1965 under the auspices of the American Arbitration Association and in accordance with the provisions of Public Act No. 298 of the 1965 Connecticut General Assembly, Connecticut General Statutes Section 10-153b, (1965 as amended), the Board recognizes the Association as the exclusive representative of the certified professional employees of the Board (including, subject to the limitations set forth in Section 3 hereof, those certified employees with employment contracts of fixed duration of not less than a full normal work year) who are employed by the Board in a position requiring a teaching certificate; excluding the Superintendent of Schools, the Assistant Superintendents of Schools, temporary substitutes, certified professional employees who act for the Board in negotiations with certified professional personnel, employees directly responsible to the Board for personnel relations or budget preparation or both, all non-certified employees of the Board and all certified professional employees of the Board who are employed by the Board in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof.

SECTION 2

The term "Teacher(s)" as used in this Agreement shall be defined as referring only to those certified professional employees of the Board who are included in the unit represented by the Association, as described in Section 1 above, who are not Long Term Replacements as defined in Section 3 hereof.

SECTION 3

Certified employees of the Board with employment contracts of one normal work year or less who are assigned to positions requiring a teaching certificate shall hereinafter be referred to as Long Term Replacements and, notwithstanding any other provision of this Agreement, shall only be included within the Teachers' bargaining unit for purposes of being covered by the following provisions of this Agreement and shall not be covered by any other provision of this Agreement:

- a. Group Health Insurance
- b. Sick Leave
- c. Serious Illness or Death in Family Leave
- d. Personal Business Leave
- e. Jury Duty Leave
- f. Membership Dues/Service Fees

ARTICLE III **NEGOTIATIONS**

This Agreement shall remain in effect during its term and shall not be modified, except as the result of negotiations over proposed modifications which negotiations are consented to by both the Board and the Association. Additionally, any modification of this Agreement must be reduced to writing in the form of an Addendum and signed by the authorized representatives of the parties. Either party shall acknowledge receipt of a request to open negotiations in writing within five (5) working days thereafter. The Board and the Association shall arrange for a mutually satisfactory time and place to discuss such proposal within fifteen (15) days after the receipt of the proposal unless an extension of time is mutually agreed upon.

ARTICLE IV **GRIEVANCE PROCEDURE**

SECTION 1 Definitions

(a) A "Grievance" is hereby defined as any written complaint by a Teacher or a group of Teachers alleging that a specific provision of this Agreement has been misapplied or violated by the Board or by an Administrator acting within the scope of his or her authority.

(b) A "Grievant" is hereby defined as a Teacher or group of Teachers filing a Grievance.

(c) "Day(s)" shall, during the Grievant's normal work year, be defined as normal work days, and, during the period outside the Grievant's normal work year (for example, July and August), be defined as calendar days, excluding Saturdays, Sundays and holidays recognized by Board.

SECTION 2 Purpose

The purpose of this procedure is to establish an exclusive method for the processing of Grievances arising during the term of this Agreement as an alternative to employing the tactic of self-help. The proceedings shall be conducted as informally and confidentially as possible.

SECTION 3 Procedure

LEVEL 1 Principal or Immediate Supervisor

The Grievant shall have no more than ten (10) consecutive days following the day of the event giving rise to the Grievance within which to submit the Grievance to his or her Principal or, if the Grievant's Immediate Supervisor is not a Principal, to his or her Immediate Supervisor. The Grievant's Principal or Immediate Supervisor shall have no more than five (5) consecutive days following his or her receipt of the Grievance either to meet with the Grievant to discuss the Grievance or to answer the Grievance or both. If the Grievant is not satisfied with the disposition of the Grievance at Level 1, or if the Principal or Immediate Supervisor does not answer the Grievance within the period specified herein, Grievant may proceed to Level 2, provided Grievant complies fully with the terms and conditions set forth at Level 2. Any resolution of the Grievance at Level 1 will be subject to rejection by the Superintendent and will not be used as precedent or evidence in any other dispute between the Board and a Teacher, group of Teachers, or the Association. If the Superintendent rejects a Grievance resolution reached at Level 1, the Grievant may process the Grievance to Level 2, even if, at the time of the Superintendent's rejection, the time limits for processing a Grievance to Level 2 have expired. In such event, the time limits for processing such a Grievance to Level 2 will begin to run from the date of the Superintendent's rejection.

LEVEL 2 Superintendent

The Grievant shall have no more than five (5) consecutive days following the expiration of the period for the Level 1 response to submit the Grievance to the Superintendent at Level 2. The Superintendent or the Superintendent's designee shall have no more than five (5) consecutive days following the Superintendent's receipt of the Grievance within which to meet with the Grievant or to answer the Grievance or both.

LEVEL 3 Board of Education

If the grievant and/or the Association is not satisfied with the Superintendent's (or his/her designee's) decision, he or she may, within five (5) days after the decision, submit the grievance for appeal with the Board. The Board shall, no later than its next scheduled meeting, ~~or within fifteen (15) days, whichever occurs first,~~ meet with the grievant and any representative of the Association for the purpose of hearing the grievance and making a determination in the matter. The Board shall render its decision with the reasons, therefore, in writing to the aggrieved person, with copies to the Association, within five (5) days after such meeting.

Level 4 Arbitration

If the Grievant is not satisfied with the disposition of the Grievance at Level 3, the Grievant may submit a written request to the Association, with a copy transmitted simultaneously to the Superintendent, to submit the Grievance to Arbitration. The Association may, upon receipt of such request, submit the Grievance to Arbitration, but, if it elects to do so, it must comply fully with the terms and conditions set forth in Level 4.

The Association shall have no more than five (5) consecutive days following the expiration of the period for the Level 3 response within which to submit the Grievance to Arbitration. The submission to Arbitration must be made as set forth below and will be subject to the following terms and conditions:

1. The submission must be in writing and mailed, by certified mail, return receipt requested, to the American Arbitration Association or the American Dispute Resolution Center in Hartford within the five (5) day submission period set forth herein. A copy of the submission must be provided simultaneously to the Superintendent.

2. The Arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association or the American Dispute Resolution Center, which shall also govern the conduct of the Hearing.

3. The Grievance, to be arbitrable, must be the same Grievance submitted to the Superintendent at Level 2 and must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement, and it will not be arbitrable if it claims a right, benefit, or obligation not expressly set forth in this Agreement.

4. The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, either the Board or an Administrator acting within the scope of his or her authority, or both, violated a specific provision expressed in this Agreement. The Arbitrator will not have any authority or power to add to, delete from, expand or modify in any way any provision expressed in this Agreement.

5. The cost of the first four (4) arbitrations in any given 12 month period beginning July 1 and ending June 30 of the following year will be shared equally by both parties. The cost for any further arbitrations in that same year will be borne by the non-prevailing party.

6. The Arbitrator's award shall be final and binding, provided nothing herein shall prevent the Board or the Association from attempting to modify, vacate, or enforce the award in Court.

7. The Arbitration Hearing shall be held in private.

~~8. Grievances based on events occurring prior to July 1, 1989, and issues forming the basis for Grievances submitted prior to July 1, 1989, shall not be arbitrable.~~

SECTION 4 Representation

a) At any Level 1 discussion with Grievant's Principal or Immediate Supervisor, Grievant may be represented by Grievant's Local Association Representative. The Principal or Immediate Supervisor may be represented or accompanied by any administrator(s)/supervisor(s) of his or her choice.

b) At any Level 2 or Level 3 discussion with the Superintendent, the Superintendent's designee, or the Board, Grievant may be represented by any Association Representative and/or a Representative of the CEA. The Superintendent, and/or his or her designee, or the Board may be accompanied or represented by any person or persons of their choice.

c) At no time shall Grievant be accompanied by more than three (3) representatives at any Level of the Grievance Procedure.

d) The Association may file a Grievance on behalf of a Teacher or group of Teachers, and, in such event (i) the Association shall be the "Grievant" and (ii) the Association shall submit

such Grievance directly to the Superintendent at Level 2. Thereafter the Grievance shall be processed in accordance with the procedures set forth herein.

SECTION 5 Time Limits

Any Grievance not initiated or appealed to the next Level of the Grievance Procedure in accordance with the time limits specified herein shall be deemed waived by the Grievant. Failure on the part of the Administration to meet or communicate an answer to the Grievant at any Level of the Grievance Procedure shall permit the Grievant to proceed to the next Level in accordance with the procedures set forth herein. The time limits specified herein may be extended only by written agreement between the Grievant or Grievant's Association Representative and the Administrator at the Level at which the Grievance is pending.

SECTION 6 Grievance Forms

Grievances shall be filed and processed on Grievance forms agreed to by the Association and the Superintendent or his or her Designee.

ARTICLE V **SALARIES**

SECTION 1

a) Salary rates payable to Teachers during the term of this Agreement shall be set forth on the schedules contained on Appendices A-1, A-2, A-3, and A-4, attached hereto.

b) The salaries set forth on Appendix A constitute remuneration for all work performed by Teachers during their respective normal work years for which no extra compensation is specifically provided for elsewhere in this Agreement, whether such work is performed during the regular school day or the regular work day or at other times. Such salaries are referred to in this Agreement as the Teachers' "regular pay", respectively.

SECTION 2

Any Teacher performing work during the summer, outside his or her normal work year, involved in work experience and job-related activities except as otherwise provided shall be paid in accordance with the following schedules for each full normal work week he or she performs such work as assigned. Pay for such work less than a normal workweek will be prorated on the basis of time worked that week.

a. For Classroom instruction:

Effective July 1, 2007: \$675 per week

Effective July 1, 2008: \$700 per week

Effective July 1, 2009: \$725 per week

Effective July 21, 2010: \$750 per week for a 20 hour work week

Effective July 1, 2011 (increase by GWI)

Effective July 1, 2012 (increase by GWI)

Effective July 1, 2013 (increase by GWI)

b. For Curriculum writing/all other:

~~Effective July 1, 2007: \$26 per hour~~

~~Effective July 1, 2008: \$27 per hour~~

~~Effective July 1, 2009: \$28 per hour~~

Effective July 1, 2010: \$29 per hour

Effective July 1, 2011 (increase by GWI)

Effective July 1, 2012 (increase by GWI)

Effective July 1, 2013 (increase by GWI)

c. Professional Learning – Teacher Trainers:

Preparation for professional learning workshops **which occur outside of regular work day** shall be compensated at the rate of \$100 per hour per person. However, the maximum total cost for preparation may not exceed \$200 regardless of the number of preparers.

Presentation of professional learning workshops shall be compensated at the rate of \$100 per hour per person. However, the maximum total cost for presentation may not exceed \$400 regardless of the number of presenters.

SECTION 3

If the Board changes the length of the regular school day, the Board and the Association shall, at the written request of either of them, each have a duty to bargain with respect to whether the regular pay for the Teachers directly affected by such change shall be adjusted as a result, and, if so, by what amount. Such bargaining shall be conducted pursuant to and shall be subject to the Teacher Bargaining Act. The Board reserves the right to rescind, within 30 days after receipt of an Award rendered by an Arbitrator or Arbitration Panel convened under the Teacher Bargaining Act in connection with such bargaining, the change or proposed change in the length of the regular school day and, if the Board rescinds the change or proposed change, such Award shall thereby be rendered void and unenforceable.

SECTION 4

Teachers shall be placed on the appropriate step of the salary schedule by the Superintendent, with the following considerations:

4.1 Degree status as defined in Section 5 below.

4.2 Previous teaching experience gained in public, private and military dependency schools after having acquired a teaching certificate in Connecticut or the equivalent in another State, provided that credit for a full step on the salary schedule need not be accorded to any Teacher who was not actively engaged in teaching continuously for more than one-half (1/2) of the work year for which credit is sought. Intermittent or short-term substitute service need not be credited as previous teaching experience. ~~In no case, however, will any Teacher be given credit for more than ten (10) years of service.~~

4.3 Credit for military service will be given up to two (2) years for service in the **armed forces** active war years (World War II: December 7, 1941 to December 31, 1946; Korea: June

27, 1950 to January 31, 1955; and Vietnam: August 5, 1964 to May 7, 1975) providing the Teacher has been honorably discharged and has had at least three (3) years' teaching experience when entering the Trumbull Public School System or when he/she gains tenure in the Trumbull School System. Teachers whose services in the Trumbull Public Schools are interrupted by military service will be granted a leave of absence to carry out their military obligations and will receive credit on the salary schedule up to a maximum of two (2) years.

SECTION 5

The degrees set forth on Appendices A-1, A-2, A-3, and A-4 and referred to in this Agreement are defined as follows:

5.1 Bachelor: A Baccalaureate Degree earned at a college or university accredited in accordance with regulations established by the Connecticut State Department of Education.

5.2 Master: A Master's Degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the Baccalaureate Degree in a planned program approved by an accredited college or university and approved by the Board.

5.3 (a) "Sixth Year": shall be defined as certification earned through successful completion by a Teacher with a Masters Degree of a planned program, at an accredited college or university, consisting of thirty (30) credits beyond such Masters Degree, at least eighteen (18) of which are in subject or content type courses in one of the following areas and are either directly related to the Teacher's current regular assignment or, if not so related, are approved in writing in advance by the Superintendent:

For Elementary Teachers

For Secondary Teachers

a. Language Arts (English Literature or Reading)	a. English or Reading
b. Science (physical and natural)	b. Science
c. Social Sciences	c. Social Studies
d. Fine Arts	d. Mathematics
e. Mathematics	e. Foreign Languages
f. Foreign Languages	f. Fine Arts
g. Library Science/ Media Specialist	g. Guidance
h. Special Education	h. Library Science/Media Specialist
i. Physical Education and/or Health Sciences	i. Special Education
j. Computer Education	j. Physical Education and/or Health Science
k. Technology	k. Industrial Arts/Home Economics
l. Administration	l. Vocational-Agriculture
m. Gifted and Talented	m. Business Education
	n. Computer Education
	o. Technology
	p. Administration
	q. Gifted and Talented

(b) Teachers who complete a Master's Degree consisting of at least sixty (60) credits also shall be considered to have attained Sixth Year status.

(c) This provision shall not be construed to remove Teachers from the Sixth Year Schedule who (i) are on the Sixth Year Schedule as of June 30, 1989 by virtue of having earned their Sixth Year Certificate in Supervision and/or Administration, or (ii) are, as of June 30, 1989, enrolled in a planned program leading to a Sixth Year Certificate in supervision and/or Administration and cannot change their program so as to earn a Sixth Year Certificate in a subject area directly related to their assignment in Trumbull without losing credit for courses already taken.

5.4 Sixth Year Plus Fifteen Credits: Sixth Year Plus Fifteen Credits shall be defined as a Sixth Year Certificate (or a 60 credit masters) earned in the Teacher's area of assignment as provided in Section 5.4 hereof plus fifteen (15) additional graduate credits earned after the aforementioned Sixth Year Certificate is granted and earned in subject or content type courses directly related to the Teacher's area of assignment or, if not so related, are approved in advance in writing by the Superintendent.

5.5 Doctorate: (a) A doctorate degree earned at an accredited college or university in an area of study set forth in Section 5.4 above, and directly related to the Teacher's current regular assignment or, if not so related, approved in writing in advance by the Superintendent. (b) This provision shall not be construed to remove Teachers from the Doctorate schedule who (i) are on the Doctorate schedule as of June 30, 1989 or, (ii) are, as of June 30, 1989, enrolled in a planned program leading to a Doctorate Degree that does not meet the requirements of paragraph (a) hereof and cannot change their program so as to earn a Doctorate Degree in a subject area directly related to their assignment in Trumbull without losing credit for courses already taken.

SECTION 6

The Board and the Association will expect Teachers to adhere strictly to their individual contracts and salary agreements, except for good cause shown. Any Teacher wishing to resign his or her position must give to the Board at least thirty (30) calendar days' written notice of his or her intention to resign.

SECTION 7

Increments are not automatic. They are awarded on the basis of satisfactory service as determined by the Board. When an increment is to be withheld, a statement of reasons is to be given to the Teacher involved and the Teacher shall have the right to meet with the Board. **For those eligible for step advancement, movement shall occur according to the following schedule:**

.50 FTE or greater	-	every year
.49 FTE to .01	-	every other year

SECTION 8

Teachers will be given the option of choosing a twenty-one (21) or twenty-six (26) paycheck schedule. If a twenty-six (26) paycheck schedule is elected, a twenty-second check will be issued as a balloon payment which includes payments twenty-two through twenty-six (26) **or receiving payments twenty-two through twenty-six (26) as individual checks paid every two weeks during the summer. All payments shall be made via direct deposit.** ~~When a regular payday falls during a school vacation period, regular paychecks will be issued on the~~

~~last scheduled workday prior to the vacation period, provided that such checks will not be negotiable until the regular payday.~~ **The election as between the two options shall remain in place unless the teacher notifies the Board in writing prior to the start of the school year that he/she wishes to change the option in place for the next school year.**

SECTION 9 Conference and Workshop Expenses

The Board shall reimburse Teachers for the cost of conference and workshop expenses that are incurred in the pursuit of Professional Growth Activities, provided, however, such cost and expenses shall not be reimbursed unless they have previously been identified and agreed to between the Teacher and his/her supervisor and with the approval of the Superintendent.

SECTION 10 Staff Development

The Board will provide seven thousand five hundred dollars (\$7,500) per year to the Staff Development Program.

ARTICLE VI **PAYROLL DEDUCTIONS**

SECTION 1 Membership Dues/Service Fees

1.1 Conditions

All Teachers employed by the Board shall, as a condition of continued employment, join the Association or pay to the Association a service fee not greater in amount than that portion of membership dues uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and Grievance adjustment.

1.2 Membership Dues

All Teachers who elect to join the Association shall pay in cash or sign and deliver to the Board and the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the TEA, the CEA and the NEA. The Board agrees to deduct such dues from the salaries of each of its Teachers who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such Teacher shall revoke such authorization in writing submitted to the Board and the Association in the month of August of any year. If said notice is timely received, the dues for the ensuing work year(s) will not be deducted from the Teacher's salary by the Board, and the Teacher revoking such authorization shall be subject to the service fee requirements set forth in Section 1.3 hereof.

1.3 Service Fee

For those Teachers who have not joined the Association and delivered said authorization card by October first of the first year of this Agreement, and for those Teachers who have revoked their authorization pursuant to Section 1.2 hereof, the Board agrees to deduct from their salaries through payroll deductions a service fee in an amount not greater than that portion of dues uniformly required of members of the Association which represents the costs of collective bargaining, contract administration, and Grievance adjustment.

1.4 Indemnification

The Association agrees to defend, indemnify and hold harmless the Board against any and all expenses, liability suits or claims which arise under this Article and/or from the Board's action in compliance with the provisions of this Article, including but not limited to any or all expenses involved in the termination of a Teacher pursuant to this Article.

SECTION 2 Other Deductions

The Board agrees to deduct from the salaries of each of its Teachers who submits to the Board written authorization to do so, monies for one or any number of the following:

- 2.1 Group insurance premiums provided for under Article VII, of this Agreement
- 2.2 Franklin Life Insurance
- 2.3 Crown Life Insurance
- 2.4 Tax sheltered annuity plans approved by the Board
- 2.5 United Way
- 2.6 Waterbury Teachers Credit Union
- 2.7 Connecticut Teacher Retirement Fund
- 2.8 Trumbull Municipal Employees Credit Union
- 2.9 The Board will offer a direct deposit plan to Teacher's bank of choice.

ARTICLE VII **GROUP INSURANCE**

SECTION 1 Group Insurance

1.1 As used in this Agreement, the term "group insurance" shall include the following coverage, or the equivalent provided by another carrier selected by the Board:

1.2 ~~The Health Net~~A Point of Service plan, (Exhibit A attached) will be in effect July 1, 20072011, with the following co-payments and deductibles:

Primary care co-payment	{ISSUE NO. 1A}	\$25
Physician / Specialist	{ISSUE NO. 1B}	\$25
In-patient hospital	{ISSUE NO. 1C}	\$150; \$175 effective 7/1/12; \$200 effective 7/1/13
Emergency room	{ISSUE NO. 1D}	\$75; \$100 effective 7/1/12
Urgent care	{ISSUE NO. 1E}	\$50
Outpatient	{ISSUE NO. 1F}	\$75; \$100 effective 7/1/12; \$125 effective 7/1/13
High cost diagnostic	{ISSUE NO. 1G}	\$0
Physical Therapy, OT, etc.	{ISSUE NO. 1H}	\$25
Rx – retail	{ISSUE NO. 1I}	\$10/\$25; \$10/\$25/\$40 effective 7/1/12
Rx – mail order	{ISSUE NO. 1J}	2 times retail co-pays
Rx – mail order deductible	{ISSUE NO. 1K}	None
Out of network deductible	{ISSUE NO. 1L}	\$500/\$1,000; \$500/\$1,000/\$1,500 effective 7/1/12

Out of network OOP max	{ISSUE NO. 1M}	\$1,500/\$3,000; \$1,500/\$3,000/ \$4,500 effective 7/1/12
Out of network co-insurance	{ISSUE NO. 1N}	20%

1.2.1 The co-pay for the Town of Trumbull self funded dental plan administered by Delta Dental (Exhibit B attached) or its equivalent will be in effect July 1, 2007.

1.2.2 Group term life insurance coverage **in the amount of \$50,000** for each eligible full-time Teacher. ~~in accordance with the following schedule:~~

~~Effective July 1, 2007: \$50,000~~

1.3 Participation in the group insurance plans described in this Article shall be voluntary. Teachers who do not signify their desire to participate in said plans on forms provided by the Board shall not be eligible for benefits under said plans.

1.3.1 As long as the employee medical plan is fully pooled and/or community rated, a Teacher can waive his/her medical insurance coverage if he/she submits a written statement to that effect prior to July 1, of any given year; if waived, a Teacher will be given \$5,000 in lieu of family medical coverage; \$3,500 in lieu of two person medical coverage; \$2,400 in lieu of single coverage. Payment to those employees waiving one's health insurance coverage shall be made in two (2) equal installments, October and February.

1.3.2 If a Teacher decides to participate in this program, he/she cannot change his/her coverage during that particular school year and re-enter the Board adopted insurance program. (The only exceptions to this rule are: if an individual's spouse were to pass away leaving the employee without coverage; if a divorce/separation were to occur; or if a spouse were to lose a job.)

1.4 Effective July 1, ~~2007~~**2011**, a ~~13%~~**15%** employee co-pay contribution of the annual group health plan premiums described above, will be implemented.

Effective July 1, ~~2008~~**2012**, a ~~14%~~**16%** employee co-pay contribution of the annual group health plan premium, as described above, will be implemented.

Effective July 1, ~~2009~~**2013**, a ~~15%~~**17.5%** employee co-pay contribution of the annual group health plan premium, as described above, will be implemented.

~~Effective July 1, 2010, a 15% employee co-pay contribution of the annual group health plan premium, as described above, will be implemented.~~

1.5 Eligibility for and the amount of benefits to be paid pursuant to any of the policies purchased in accordance with the provisions of this Article shall be determined by the terms of the particular policies. Disputes concerning eligibility for or the amount of benefits payable pursuant to said policies shall not be subject to the Grievance and Arbitration Procedure contained in this Agreement.

1.6 The Board shall notify a Teacher of any change in said Teacher's insurance coverage, or status when the Board receives such notice from the insurance carrier as the case may be. Teachers shall promptly notify the Board of any change in their personal status which has an

effect upon their status or coverage under the insurance plans provided by the Board pursuant to this article.

1.7 In the event the Board decides to change carriers during the term of this Agreement or to self-insure in whole or in part, the Board will provide the same coverage described above or their equivalent and will give the Association notice of its decision at least thirty (30) days in advance of its implementation.

1.8 Retirees and their eligible dependents shall be able to continue participation in the district's medical plan unless eligible for Medicare. Teachers electing to continue in the district's plan must pay the full cost of the plan and make arrangements with the Business Office to schedule quarterly payments.

SECTION 2

The Trumbull Board of Education shall make available on an optional basis at no cost to Teachers a Section 125 Flexible Spending Account for Health Insurance (IRC Sections 105 and 106) and for Dependent Care Assistance (IRC Section 129).

ARTICLE VIII LEAVES

SECTION 1 Sick Leave

1.1 Each Teacher shall be credited with fifteen (15) sick leave days in each normal work year and shall accumulate unused sick leave days from year to year up to a maximum of one hundred and ninety (190) sick leave days.

1.2 As used in this Agreement, the term "sick leave day" means a day on which the Teacher is permitted to be absent from work without loss of regular pay because of his/her bona fide illness or medical disability.

1.3 Absences which the Board feels it has reason to believe are not due to bona fide illness or medical disability, such as where the absences are frequent or continuous or demonstrate a pattern, and the absent Teacher makes a claim for a sick leave day or sick leave days for said period of absence, the Board shall retain the right to verify the reason for the absence, including but not limited to, requiring the Teacher to submit a doctor's certificate. **In addition, a teacher shall be required to present a doctor's note on the sixth day, after any absence of five (5) or more consecutive days.** Where the Board requires the Teacher to obtain a doctor's certificate under these circumstances and the Teacher has not consulted a physician in connection with the alleged illness or disability giving rise to the absence, the Board shall bear the cost of the doctor's charge for the examination, but under no circumstances shall the Teacher be required to submit to a physical examination by a doctor other than one his or her own choice.

1.4 If the medical disability that is the cause for the Teacher's absence is compensable under the Worker's Compensation laws of the State of Connecticut, the Teacher may apply his or her unused sick leave days to each day of such absence on a pro rata basis to make up the difference between the per diem he or she receives as Worker's Compensation payments and his or her regular daily pay as a Teacher, if any, calculated as of his or her last day worked.

1.5 In any case of absence for which a Teacher applies for sick leave disability benefits the Teacher shall, at the request of the Superintendent or his/her designee (hereinafter referred to as the Superintendent), supply the Superintendent with his/her physician's statement attesting to the nature of the disability and the expected length of the period of disability. Such statement shall be in addition to the notice required pursuant to paragraph 1.8 below and shall be submitted to the superintendent as soon as possible in relation to the beginning of the period of disability and shall be based upon a physical examination of the Teacher by his/her physician at a time not remote from the beginning of the period of disability.

1.6 The Superintendent or his/her designee shall have the right to verify the nature and length of the disability, including but not limited to the appointment of a physician of its own choosing to investigate the matter. The Teacher applying for sick leave benefits shall cooperate with the Board in making such verification, including but not limited to allowing the physician appointed by the Board and competent in the medical area, to consult with the Teacher's own physician and to review whatever records, documents, charts, notes, data or other material that exist relative to the Teacher's illness or medical disability, but under no circumstances shall the Teacher be required to submit to a physical examination by a doctor other than one of his/her choice.

1.7 Notification

Any Teacher who is medically disabled or who anticipates being medically disabled shall notify the Board of his/her disability or anticipated disability and the expected duration of his/her absence from school resulting there from as soon as possible after he/she learns of the disability or that the disability is anticipated and shall keep the Board apprised of any changes in his/her status in accordance with the following:

1.7.1 If the disability is one that could not have been anticipated, the Teacher shall, as soon as possible after the event giving rise to the disability occurs, notify the superintendent as to the nature of the disability and the expected duration of the disability.

1.7.2 If the disability is one that can be anticipated (i.e., due to pregnancy or medical treatment or an operation which is scheduled in advance), the Teacher shall notify the superintendent of the nature of the disability and the anticipated duration of the disability as soon as possible after the Teacher has learned of the event which will give rise to the disability. Thereafter, the Teacher will keep the Superintendent apprised promptly as to the changes in status or anticipated duration of the disability.

1.7.3 In any case where a Teacher is absent as a result of a disability, the Teacher shall notify the Board as promptly as possible as to the date upon which his/her disability is expected to end and the date upon which he/she desires to return to work. Failure to notify the Superintendent in writing, prior to the termination of his/her disability, of his/her intentions relating to his/her return to work or failure to return to work within a reasonable period after the termination of his/her disability, shall relieve the Board of any obligation of returning the Teacher to active employment. In such cases, the Teacher's failure to act shall be deemed to be a resignation.

1.7.4 Any notification referred to above shall be in writing.

1.8 Return to Work After Period of Disability Has Ended. All Teachers absent as a result of a disability shall return to work within a reasonable period of time after the end of their disability provided that:

1.8.1 If, in the opinion of the Board, the end of the Teacher's period of disability or the date upon which the Teacher desires to return to school falls at a time in the pupil achievement reporting period which would be disruptive of the continuity or flow of education for the pupils involved, the Board may delay the Teacher's return to work until the beginning of the next succeeding pupil achievement reporting period; however, any such extension of a Teacher's absence beyond the period of disability shall be with pay only if Teacher has sick leave available. If the Board does not delay the Teacher's return to work, said Teacher may return to his/her regular teaching position or be assigned to another teaching position, including substituting at the Teacher's regular rate of pay, that the Board, in its discretion, may deem appropriate until the end of the marking period or if after April 1, at the end of the school year. At that time, said Teacher will return to his/her regular teaching assignment.

1.8.2 If the Teacher desires to extend his/her absence beyond the period of disability in order to have time to put his/her personal affairs in order, the Board may grant the Teacher's request to do so for a reasonable period not to extend beyond the beginning of the next succeeding pupil achievement reporting period, and the Board shall not unreasonably withhold a request by a Teacher for such additional leave, provided further, however, that any additional leave beyond the period of disability shall be without pay and without the application of accumulated sick leave benefits.

1.9 In all cases of absence due to disability, the Teacher shall, prior to returning to work, submit to the Superintendent a written statement by the Teacher's physician attesting to the fact that the disability has been terminated and the Teacher is fit to return to work. The Board shall have the right to verify such a statement in the same manner as provided in paragraph 1.7.

1.10 Nothing herein shall require the Board to pay "sick leave" benefits to any Teacher beyond his/her period of disability, regardless of the length of his/her period of absence; nor shall the provisions be construed so as to permit a disabled Teacher to return to work prior to satisfying the Board that his/her disability has been removed and he/she is physically able to resume his/her duties.

SECTION 2 Sabbatical Leaves

Teachers who have served the Board for seven (7) consecutive years may, upon recommendation of the Superintendent and with the approval of the Board, be granted leave for study and independent research, writing or travel in accordance with the following conditions:

2.1 No more than one (1) member of the teaching staff shall be absent on sabbatical leave at any one time.

2.2 Leave shall be granted for a period of time not less than one (1) semester or more than one (1) academic year.

2.3 Personnel on sabbatical leave shall be paid at the rate of three-fourths (3/4) their annual salary and shall continue to be eligible for group insurance in accordance with the

provisions contained in Section 1, but with the Board's contribution toward premium based on three-fourths (3/4) of the Teacher's annual salary.

2.4 Persons receiving sabbatical leave shall agree to return to employment in the Trumbull Public Schools for one (1) full school year.

2.5 Upon return, the Teacher will be placed on the appropriate step of the salary schedule as though such Teacher had not been on leave.

2.6 Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than March 31 of the year preceding the leave.

2.7 The Board shall respond in writing to requests for sabbatical leaves no later than May 31 of the year preceding the leave.

SECTION 3 Serious Illness or Death in Family

3.1 For each death in the Teacher's immediate family (parent, grandparent, sibling, spouse, child, parent-in-law, brother and/or sister-in-law and life partner) a Teacher may be absent for up to five (5) normal work days without loss of regular pay.

3.2 For serious illness of a member of the Teacher's immediate family for whom the Teacher has custodial responsibility, a Teacher may be absent for up to ten (10) normal work days without loss of regular pay, after which said absences shall be charged to accumulated sick leave. This does not apply to minor illness of a family member.

3.3 In cases of death of a Teacher's relative not in the Teacher's immediate family or the serious illness of a member of the Teacher's immediate family for whom the Teacher does not have custodial responsibility, up to two (2) days' absence may be granted at the discretion of the Superintendent.

SECTION 4 Personal Business

4.1 Each Teacher shall be allowed up to a maximum of three (3) days off per year without loss of pay for the purpose of conducting personal business which cannot be conducted at a time other than when the Teacher is scheduled to be in school. These days may not be accumulated from year to year.

4.2 The "personal business" referred to herein may include such compelling events as religious holidays, attendance at the Teacher's own graduation or the graduation of members of his/her immediate family (as defined in Section 3 hereof), attendance at his/her own wedding or the wedding of a member of his/her immediate family (as defined in Section 3 hereof), legal business that cannot be conducted outside of the normal work day the death or illness of a Teacher's relative not from Teacher's immediate family and for whom the Teacher does not have custodial responsibility, or some other similarly compelling reason, but shall not include extension of a vacation or holiday period, an accommodation of travel plans connected with a vacation or holiday period, and shall not be taken the last ten (10) days of the school year or on consecutive days unless special permission is granted by the Superintendent. Accordingly, these days shall not be used on the Teacher's last scheduled work day before or his/her first scheduled

work day after a vacation or holiday (except for single religious observations as to which the Teacher shall give prior notice, oral or written, to the building administrator) except under the most compelling circumstances, and then only with the approval of the Superintendent. The Teacher shall give 24 hours notice except in cases of emergency, to his/her principal.

Additional personal leave may be granted at the discretion of the Superintendent.

SECTION 5 Visiting Days

A maximum of four (4) days per year for visiting classrooms in other schools or attendance at education workshops may be allowed when directed or approved by the Superintendent or Principal. A written report on the observation of the day may be required.

SECTION 6 Jury Duty

Any Teacher who is required to serve on a jury before a state or federal court shall be granted leave for this purpose and such leave shall not be deducted from sick leave or personal days. Such Teacher shall receive a rate of pay for each day of jury service equal to the difference between his/her then current applicable salary calculated on a per diem basis and the pay he/she receives from the court as jury pay. In order to qualify for this pay the Teacher shall notify the Superintendent immediately and in writing when he/she is notified that he/she is required to report for jury duty.

SECTION 7 Adoption Leave

7.1 Any Teacher adopting a child shall be entitled upon written request to the Superintendent of Schools to twenty (20) days paid leave, said leave, to be deducted from sick leave. In the event that both father and mother are employed by the school district, only one shall be entitled to the twenty-day adoption leave.

SECTION 8 Child Care Leave

A childcare leave may be granted to a Teacher upon birth or adoption of his or her child, subject to the following conditions:

8.1 The request to take such leave shall be in writing;

8.2 The request shall be filed with the Superintendent;

8.3 The request shall be filed as soon as practicable prior to the anticipated commencement of the leave but no later than thirty (30) days following the date of arrival of the child;

8.4 The leave for Teachers who give birth/adoption prior to April 30 will not extend beyond the end of the normal work year in which the child arrives. Teachers who give birth/adoption after April 30 also will be eligible for child care leave for a portion of the following year, provided such Teacher returns at the conclusion of the first semester, but in no case shall such leave extend beyond the end of the ensuing normal work year.

8.5 The leave shall be without pay or benefits;

8.6 During the period of such leave, the Teacher shall be eligible to participate, at his/her own expense, in any group insurance benefits in effect in this Agreement, to the extent permitted by such group insurance plans;

8.7 The Teacher on leave shall notify the Board in writing as soon as possible, but by no later than May 1, of his/her intent to return to his/her position for the following school year. Failure to do so will result in the loss of his/her position in the Trumbull School System;

8.8 Upon returning from such leave, the Teacher will be assigned to the position occupied as of his/her last day worked or to another position for which he/she is qualified in the judgment of the Board;

8.9 Notwithstanding any other provision of this Agreement, a Teacher granted a leave of absence shall not be exempt from the operation of the layoff procedures set forth in this Agreement; and

8.10 Any such leave shall not be considered as an interruption of service for seniority purposes under Article X of this Agreement.

ARTICLE IX **CONDITIONS OF EMPLOYMENT**

SECTION 1 Multi-School-Schedules

1.1 In arranging schedules for Teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of interschool travel. Such Teachers shall be notified of any changes in their schedules as soon as practicable and, where possible, prior to June 15.

1.2 Any Teacher required to use his/her own automobile in traveling between schools for the purpose of performing his/her teaching duty as assigned by the Board or the Superintendent pursuant to paragraph 1.1 above shall be reimbursed for the use of his/her automobile at the rate set by the Internal Revenue Service for business mileage deductions. During each school year covered by this Agreement, the IRS rate established as of January 1 prior to the start of school in September shall be paid for the entire school year, and any adjustments made by the IRS during that year will not be implemented until the following September.

SECTION 2 Teacher Assignments

2.1 The assignment of Teachers within the school system is the responsibility of the Superintendent of Schools. In making such assignments, the reasonable requests of the Teacher concerned shall be considered.

2.2 Teachers shall be notified of their programs for the coming year, including the schools to which they will be assigned, their grades and/or subjects they will teach and any special or unusual classes that they will have, as soon as is practicable and under normal circumstances, not later than June 15. In the event of a change in circumstances or conditions during the months of June, July and August, such assignment may be changed with prompt notice in writing to the Teacher. Ordinarily such changes would be made for resignations, deaths, promotions and/or leaves of absence.

2.3 Changes in grade and/or subject assignment shall not be effected or announced without prior personal conference with the Teacher involved. Following such conference, the circumstances shall be communicated to the Teacher in writing and the Teacher may appeal such change(s) to the Superintendent.

2.4 A Teacher's request for assignment to another school shall be made in writing to the Superintendent by March 1 or whatever later date is set by the Superintendent. The Superintendent shall notify the Teacher in writing by June 10 of the disposition of his/her request for assignment if a disposition has been made by that date.

2.5 Whenever it is practicable and reasonable in terms of cost and educational suitability, the Board shall endeavor to hire full-time Teachers to reduce the number of part-time Teachers provided, however, that the Board retains the right to hire and retain part-time Teachers when, in its sole discretion, it is desirable to do so to reduce costs and increase flexibility in scheduling.

SECTION 3 Promotions

3.1 Posting of Vacancies. All vacancies for advancement to those positions contained on the Administrative Salary Schedule shall be published in all schools at least ten (10) and ordinarily thirty (30) days in advance, except in the case of temporary or acting appointments. Temporary or acting appointments of Teachers to such administrative positions shall not exceed ninety (90) days except by mutual consent of the Board of Education and the Association. Requirements, such as statement of qualification and job description, shall be part of this publication. When, if qualifications and attainments of two or more applicants are considered equal, preference will be given to members of the staff.

3.2 The Administration will consider, as prime qualifications for promotion, the following:

- a. Proficiency in present assignment.
- b. Competence as a Teacher.
- c. Adaptability to the requirements of the position.

In addition, the following will be considered as part of the qualifications of system staff members:

- d. Loyalty to the system.
- e. Contributions to administration in the operation of the school.
- f. Knowledge of the system and its operation.
- g. Participation in system activities.
- h. Length of Service.
- i. Cooperation.

3.3 Those Teachers of the school system who are qualified applicants for a new position, but who are not selected for the position, may at their request discuss the reasons for their non-selection with the Superintendent so that they may make efforts to strengthen their future candidacy.

3.4 Teachers desiring to be informed of vacancies for advancement occurring during July and August shall prior to June 15 register their desire with the Superintendent's office indicating as specifically as possible their area(s) of interest. The Superintendent's office will then notify them of any such vacancies during these months.

SECTION 4 Substitutes

Substitutes will be provided (if available) for absentees in both the secondary and elementary schools.

SECTION 5 Outside Employment

The Board and the Association mutually agree that Teachers will engage in no outside employment that will impair the effective and proper execution of assigned professional duties in the Trumbull System.

SECTION 6 Teacher-Pupil Ratio

6.1 It is recognized that the size of academic classes is directly related to quality for instruction; therefore, the following goals for class sizes are to be strived for:

Kindergarten	-	25 per class
Grades 1 – 12	-	28 per class
Developmental	-	16 per class

6.2 The Board's goal in physical education classes will be a maximum of forty (40) students.

6.3 When class schedules are developed, the needs of the exceptional student shall be the prime consideration for classroom placement. The scheduling of these students shall be reasonable and provide an optimum learning environment.

6.4 A Teacher of any identified exceptional student who is mainstreamed shall be informed about the nature of the exceptionality and whether that student requires any specialized or individualized management or instruction within two (2) weeks of placement in the mainstreamed classroom. At the time an identified exceptional student is placed in a mainstreamed classroom, the receiving Teacher will be notified that the student is exceptional.

SECTION 7 Teacher Load

Whenever possible, Teachers in academic subject areas should not be assigned more than 140 students for instructional purposes.

SECTION 8 Preparation Periods

All Teachers shall, in addition to their lunch period, have at least one preparation period per day during which they will not be assigned any other duties.

SECTION 9 Secondary Teachers - Teaching Periods

9.1 Teachers of the major academic areas shall not be expected to teach more than five (5) periods per day. Such Teachers shall be assigned ancillary duties as in the past or a flexible period (student contact time) which does not require preparation, grading, or testing (except proctoring).

9.2 Secondary school Teachers who teach six periods per day on a regular basis will be released from performing ancillary duties such as, but not limited to, study hall, corridor duty and bus duty. High school Teachers who teach six periods may be assigned homeroom.

9.3 All elementary regular classroom Teachers and special education Teachers shall receive one thirty (30) minute collaboration period per week.

SECTION 10 Compliance

The Board will expect strict compliance with the school hours and regular attendance at in-service faculty meetings.

SECTION 11 Number of Preparations (Secondary)

Every reasonable effort shall be made to have Secondary Teachers teach no more than two (2) different subjects or have more than three (3) different preparations except where additional subjects or preparations are requested by the Teacher in writing.

SECTION 12 Cocurricular Activities

Teacher participation in co curricular activities for which no additional compensation is paid shall be voluntary. At the same time, Teachers recognize that their responsibility to their students and the profession requires the performance of duties that involve the expenditure of time beyond that of the regular school day.

SECTION 13 Normal Work Day

~~13.1 Effective July 1, 2004, the regular school day for pupils shall be extended by twenty (20) minutes, ten (10) minutes of the twenty (20) shall be deducted from the wrap (before school and after school time). Ten (10) minutes of the twenty (20) minutes shall be new time to the schedule.~~

~~13.1.2 Effective July 1, 2005, the regular school day for pupils shall be extended by five (5) minutes. The five (5) minutes shall be deducted from the wrap (before and after school time).~~

~~13.1.3-1 Effective July 1, 2004, the normal workday for Teachers during the normal work year shall be no less than thirty-five (35) minutes longer than the length of the regular school day for pupils. Effective July 1, 2005, the~~**The** ~~normal workday for Teachers during the normal work year shall be no less than thirty (30) minutes longer than the length of the regular day for pupils. The building Administrator shall determine when the Teacher shall arrive and leave, provided that in no event shall the Teacher arrive less than fifteen (15) minutes prior to the start of school or leave less than fifteen (15) minutes after pupil dismissal. In addition, secondary school Teachers are required to provide extra help for forty-five (45) minutes one (1) day per week.~~

SECTION 14 Normal Work Year

Effective the 2004-05 school year, the normal work year shall consists of 186 normal work days for Teachers (181 student contact days), except for Teachers assigned to positions as Guidance Counselors, Program Leaders, Department Chair Persons and Career/Vocational Education Teachers, for whom the normal work year shall consist of 196 normal work days.

SECTION 15 School Meetings

15.1 Teachers may be required to remain after the regularly scheduled workday up to seven (7) hours each month (a maximum of two (2) hours in any one-day) to attend workshops, staff meetings and PPT's.

15.2 Workshop schedules will be published at least thirty (30) days in advance.

15.3 Attendance at any function which takes place in the evening or on a weekend or holiday (except for room visitations and parent/Teacher conferences) shall be voluntary.

SECTION 16 Lunch Duty

16.1 Elementary: No Teacher will be assigned to the cafeteria.

16.2 Secondary (Middle School and High School): Teachers may volunteer for cafeteria duty in lieu of other service assignments. If sufficient volunteers are not available, then Teachers may be assigned at the discretion of the Administration.

SECTION 17 Job Description

A copy of job descriptions for certified personnel (Teachers and Administrators) shall be available at the principal's office for examination by Teachers.

SECTION 18 Team Leaders/Department Heads

18.1 Team leaders will have a regular teaching load but will receive a stipend for their services as set forth on Appendix B attached hereto.

18.2 The position of team leader shall be posted and applied for annually. By June of each year, each team leader will be notified in writing by the Superintendent whether or not he/she will be reappointed for the following school year.

18.3 Department heads who supervise nine (9) or more Teachers shall work ten (10) additional days beyond the normal Teachers. Department heads who supervise eight or less Teachers shall work five (5) additional work days beyond the normal school year. Such time shall be paid for in the same manner and form as for Program Leaders, Guidance Counselors and Career Vocational Education Teachers for ten (10) days or .5 of such sum for five (5) days.

18.4 Department heads shall not perform supervisory/administrative duties for 50% or more of their time.

SECTION 19 Consultation Procedure

It is the desire of the Board and the Association to achieve continuous rapport and understanding between the parties and it is felt that one method of achieving this goal is to discuss periodically various subjects of mutual concern not necessarily covered under this Agreement. Accordingly, the parties will attempt to hold periodic informal meetings to discuss such subjects when such discussion is requested by either party.

SECTION 20 Personal Freedom

The private and personal life of a Teacher is not within the appropriate concern or attention of the Board except as it may, in the discretion of the Board, interfere with the Teacher's responsibilities to and rapport with students and/or the school.

ARTICLE X **REDUCTION IN CERTIFICATED PERSONNEL**

SECTION 1 Reduction in Force

Reduction of certificated staff shall be governed by, but not limited to, decrease in student enrollment, curricular changes, shortage of funds, changes in the use of instructional personnel and for other reasons as identified by the Board and Administration.

SECTION 2 Attrition

The Board shall make every effort to keep to a minimum the number of certificated Teachers affected by reduction in force by not employing replacements insofar as practicable for certificated Teachers who retire or resign or whose limited agreements (Long Term Replacement) are not renewed or those Teachers who are operating under a Temporary Ninety-Day Certificate. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification, qualifications and experience for the position and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

SECTION 3 Limited Agreements

Reduction in force, not achieved through attrition, shall be accommodated by not renewing limited agreements of employment. Limited agreements are defined as long-term replacement agreements issued for not more than one normal work year and Temporary Ninety-Day Certificates. Notice of non-renewal shall be in accordance with Section 10-151a of the Connecticut General Statutes.

SECTION 4 Non-Tenured Teachers, Dismissal of

If attrition and the non-renewal of limited agreements are not sufficient to accomplish a reduction in full force, then non-tenured Teachers shall be given notices of non-renewal in accordance with Section 10-151a of the Connecticut General Statutes. The criteria for non-renewal of contract for non-tenured Teachers shall be performance, as determined by the Superintendent, first, and seniority second.

4.1 Seniority

"Seniority", as it relates to non-tenured certified Teachers is defined as follows:

4.1.1 Continuous Service

Longest continuous service - continuous service is defined as employment with the Board on the basis of uninterrupted service since the first day of the most recent hire-in period. Length of continuous service will not be interrupted or affected by authorized leaves of absence with full or partial pay, or authorized leaves of absence without pay for illness or disability.

4.1.2 Effective Date of Contract

The hire-in period shall be determined by the effective starting date on the Teacher's most recent individual contract of employment.

4.1.3 Issue Date of Contract

In the event there are two or more Teachers with the same effective starting date, the date the contract was signed by the Superintendent for issuance shall determine retention.

4.1.4 Contract Signed by Teacher

In the event there are two or more contracts signed by the Superintendent on the same date, then the contract bearing the earlier date shall determine the more senior Teacher.

4.2 Performance

The quality of instruction, as determined by the Superintendent, shall be the single most important factor in determining issues relating to retention of non-tenure Teachers.

SECTION 5 Tenured Teachers

If attrition, the non-renewal of limited agreements and the non-renewal of non-tenured Teacher contracts are not sufficient to accomplish a reduction in full force, then tenured Teachers shall be issued consideration-of-termination notice in accordance with Section 10-151b of the Connecticut General Statutes.

The criteria for the dismissal of tenured Teachers shall be:

5.1 Seniority

5.1.1 Continuous Service

Continuous service is defined as employment with the Board on the basis of uninterrupted service since the first day of the most recent hire-in period. Length of continuous service will not be interrupted or affected by authorized leaves of absence with full or partial pay, or authorized leaves of absence without pay for illness or disability or by interruptions in service caused by a layoff due to reduction in force when recalled within twenty-four (24) months of the effective date of the layoff, provided that no such interruption in service shall count toward the attainment of tenure except as required in the Connecticut Teacher Tenure Law.

5.1.2 Effective Date of Contract

The hire-in period shall be determined by the effective starting date on the initial contract: "...for the school year beginning _____, 20__ and ending _____ 20__, subject to the conditions quoted below."

5.1.3 Issue Date of Contract

In the event there are two or more Teachers with the same effective date, the date the contract was signed by the Superintendent for issuance shall determine retention.

5.1.4 Contract Signed By Teacher

In the event there are two or more contracts signed by the Superintendent on the same date, then the earliest date the contract was signed by the Teacher shall determine retention.

5.2 Performance

The quality of instruction, as with non-tenured Teachers, shall be a factor in the retention of tenured Teachers who are certified to teach in the same curriculum areas, subject, level or program.

SECTION 6 Recall

6.1 Teachers shall be recalled in reverse order of layoff for new position openings for which they are certified and qualified provided they do not lose their recall rights as defined in Section 7.

6.2 The recall list shall be maintained by the Board of Education for a period not to exceed twenty-four (24) calendar months.

6.3 No compensation or other benefits shall be available to a Teacher on the recall list.

6.4 A Teacher not recalled prior to the expiration of recall set forth above shall have no remaining rights under this contract.

SECTION 7 Loss of Recall Rights

A Teacher will lose all recall rights if any one of the following occurs:

7.1 The Teacher voluntarily resigns;

7.2 The Teacher does not return to an available position comparable to (equal to or more) that held at the time of dismissal (for which said Teacher is certified and qualified) within twenty-four (24) calendar months.

7.3 The Teacher does not apply in writing by registered (certified) mail by June 1 of the year subsequent to his/her dismissal for retention on the recall list; or

7.4 Upon recall, the Teacher fails to report within fifteen (15) calendar days after being notified in writing to do so at his/her last known address unless prevented by illness or other reasons satisfactory to the Board.

SECTION 8 Administrative Impact

All administrators employed by the Trumbull Board of Education who are covered by the provisions of the Teacher Fair Dismissal (Tenure) Law and who are laid off from work due to a reduction in administrative staff shall have rights to displace Teachers covered by this Agreement in positions where said administrators are qualified, certified, and hold seniority (as defined by Article IX 5.1.1) in a manner provided by applicable law. No administrator shall be discriminated against with respect to such displacement rights by virtue of his/her service outside the Teacher bargaining unit.

~~The provision is negotiated subject to the decision of the Connecticut State Board of Labor Relations (Case No. TDR 7161; Decision No. 2225, August 15, 1983. In the Matter of the Petition for Declaratory Ruling Filed by: Connecticut State Council of AFSA Locals, AFL-CIO). In the event that such decision is reversed or modified by a court decision or legislative enactment, any layoff rights set forth herein shall be restricted, to the extent permitted by such decision or enactment, to the members of the Teachers' bargaining unit exclusively.~~

ARTICLE XI **STAFF PARTICIPATION IN CURRICULUM** **IMPLEMENTATION AND REVISION**

SECTION 1

The advisability of curriculum revision shall be thoroughly researched by a joint committee of the Board (which may include members of the professional staff) and the Association. The Teachers shall play an active role in the preparation, implementation and evaluation of curriculum.

SECTION 2

The procedure for developing new curriculum will include the following:

2.1 The appointment from among Teachers who volunteer to a new curricula planning committee.

2.2 There shall be at least one representative, but not more than two, from each grade level for which the curriculum is designed.

2.3 At least one member, but not more than two, will be appointed from the administrative staff.

SECTION 3

The planning committee will complete a tentative curriculum outline for presentation to the Board for approval.

SECTION 4

If approved, the Superintendent will nominate a curriculum writing team for summer employment, or during the school year on a release time basis, to write and publish the curriculum. The majority of this team shall have been members of the planning committee.

SECTION 5

Materials needed to implement the new curriculum should be made available to the Teachers concerned prior to the start of the new program.

SECTION 6

The Board will encourage and support in-service training programs to prepare Teachers for the new curriculum and will consider the use of released time when, in the judgment of the Administration, it is required for an effective in-service workshop.

SECTION 7

The advisability of pilot programs rather than full implementation will be considered.

SECTION 8

The Board, the Association and the professional staff will evaluate curricula at least once a year and the Association and professional staff may recommend modification or changes.

SECTION 9

An appropriate committee of the Association shall cooperate with the Board and the Administration in the development of all the workshops.

ARTICLE XII **STRIKES**

During the term of this Agreement, the Association shall not cause or sponsor and no Teachers shall cause or participate in any strike or work stoppage. If the Association disclaims in writing to the Board responsibility for any act prohibited hereby, it shall not be liable in any way therefore. Teachers who participate in any such act may be disciplined or discharged without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

ARTICLE XIII **ASSOCIATION'S OBLIGATIONS**

The Association, being an association of professionals in the academic and educational field, encourages that a high degree of interest, competence, understanding, and professional judgment and conduct be exhibited by all its members at all times and it shall encourage its members to reach an increasingly high degree of academic and professional proficiency and it shall make a bona fide effort to persuade its members, individually or collectively, to refrain from acts which are contrary to these principles or to this Agreement.

ARTICLE XIV MISCELLANEOUS

SECTION 1 Discipline

1.1 No Teacher shall be reprimanded, disciplined, ~~or suspended or dismissed~~ without just cause.

SECTION 2 Records

2.1 Each Teacher certified by the State Board of Education and employed by the Board shall be entitled to knowledge of and access to supervisory records and reports of his/her competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance in Trumbull.

2.2 All records related to a Teacher's performance in this system shall be maintained in the school to which said Teacher is assigned.

2.3 a. No material adverse to, or critical of, any Teacher and originating after initial date of employment shall be placed in such Teacher's personnel file without just and reasonable cause. The Teacher may submit a written notation regarding the material, and the same shall be attached to the file copy of the material in question. If the Teacher is asked to sign material placed in the Teacher's file, such signature shall be understood to indicate his or her awareness of the material, but in no instance shall said signature be interpreted to mean the Teacher's agreement with the content of the material.

b. A Teacher has the right to have a representative of the union accompany him/her on any review of his/her personnel file.

c. This provision shall not apply to materials in any Teacher's file before September 1, 1986.

SECTION 3 Severability

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

SECTION 4 Copies of Agreement

The Board will print and deliver to the President of the Association sufficient copies of this Agreement for each Teacher within a reasonable period of time after the Agreement becomes effective. In addition, the Board will print enough copies of this Agreement to distribute one to each new Teacher hired during the term of this Agreement. The cost of printing and distributing copies of this Agreement shall be borne equally by the Board and the Association.

SECTION 5 Individual Employment Contracts

5.1 Individual Employment Contracts will be issued upon initial employment. Thereafter, for each succeeding year of continuous employment, the Board will only be required to issue Notification of Assignment and Salary.

5.2 The provisions contained in Individual Employment Contracts and Notifications of Assignment and Salary shall not conflict with the terms and conditions of this Agreement. In the event such a conflict arises, the terms and conditions of this Agreement shall supersede the terms and conditions of the Individual Employment Contract and Notification of Assignment and Salary.

SECTION 6 Retirement Incentive

The Retirement Incentive Policy is attached as Appendix D.

ARTICLE XV **DURATION**

The duration of this Agreement shall be from July 1, ~~2007-2011~~ to and including June 30, ~~2011~~2014, during which period this entire Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

TRUMBULL BOARD OF EDUCATION

TRUMBULL EDUCATION ASSOCIATION

By: _____
Chairperson

By: _____
President(s)

September 11, 2006

September 11, 2006

APPENDIX A-1

TRUMBULL TEACHERS' SALARY SCHEDULE

2010-11/2011-12

Steps	Bachelor	Masters	Sixth Year	Sixth Year +16
1				
2	47,310	51,045	57,165	60,227
3	50,228	54,737	59,077	61,245
4	51,818	56,721	61,185	63,417
5	53,386	58,691	63,280	65,576
6	54,973	60,666	65,376	67,730
7	56,546	62,637	67,458	69,866
8	58,128	64,660	69,553	72,001
9	59,702	66,592	71,639	74,165
10	61,280	68,569	73,727	76,310
11	62,856	70,543	75,362	77,774
12	65,415	72,520	77,913	80,609
13	67,971	74,505	80,009	82,761
14	70,529	77,205	82,114	84,568
15	72,648	79,904	84,834	87,302
16	74,767	83,604	87,555	90,032
17	76,394	84,724	90,276	93,052
18	78,038	86,843	92,396	95,172
19	78,038	88,458	94,515	97,317
20	78,038	90,100	96,130	98,933
21	78,038	90,100	97,772	100,576
Stipends for Teachers regularly assigned to positions with a regular Teacher work year plus an	3,837	3,837	3,837	3,837
MASTERS IN THE TEACHING FIELD add				
(For those Teachers meeting eligibility requirements as identified in Article 5.3 of 1995-98 contract)		355	N/a	N/a
Doctorate Add				
			679	679

There shall be no step movement for 2011-12

TRUMBULL TEACHERS' SALARY SCHEDULE

2007-08

Steps	Bachelor	Masters	Sixth Year	Sixth Year +15
1				
2	43,127	46,532	62,112	54,902
3	45,787	49,898	53,854	55,831
4	47,237	51,707	55,776	57,811
5	48,667	53,503	57,686	59,779
6	50,113	55,303	59,597	61,742
7	51,548	57,100	61,495	63,690
8	52,989	58,944	63,404	65,636
9	54,425	60,795	65,306	67,608
10	55,863	62,507	67,210	69,564
11	57,300	64,307	68,700	70,899
12	58,632	66,109	71,025	73,483
13	61,962	67,919	72,936	75,445
14	64,294	70,380	74,855	77,092
15	66,225	72,841	77,335	79,584
16	68,157	75,301	79,815	82,073
17	69,641	77,234	82,296	84,826
18	71,139	79,166	84,228	86,759
19	71,139	80,638	86,160	88,714
20	71,139	82,135	87,632	90,187
21	71,139	82,135	89,128	91,685
Stipends for Teachers regularly assigned to positions with a regular Teacher work year plus an additional 10 days:	3,498	3,498	3,498	3,498
MASTERS IN THE TEACHING FIELD add				
(For those Teachers meeting eligibility requirements as identified in Article 5.3 of 1995-98 contract)		355	N/A	N/A
Doctorate Add			619	619

APPENDIX A-2

TRUMBULL TEACHERS' SALARY SCHEDULE

20082012-0913

	BA	MA	6THYR	6TH+15
Step				
3	50,306	54,822	59,169	61,340
4	51,898	56,809	61,280	63,515
5	53,469	58,782	63,378	65,678
6	55,058	60,760	65,477	67,835
7	56,634	62,734	67,563	69,974
8	58,218	64,760	69,661	72,113
9	59,795	66,695	71,750	74,280
10	61,375	68,675	73,841	76,428
11	62,953	70,652	75,479	77,895
12	65,516	72,632	78,034	80,734
13	68,076	74,620	80,133	82,889
14	70,638	77,325	82,241	84,699
15	72,761	80,028	84,965	87,437
16	74,883	83,734	87,691	90,172
17	76,512	84,855	90,416	93,196
18	79,599	86,978	92,539	95,320
19	79,599	88,595	94,661	97,468
20	79,599	91,902	96,279	99,086
21	79,599	91,902	99,727	102,588

Steps	Bachelor	Masters	Sixth Year	Sixth Year +15
1				
2	44,424	47,928	53,675	56,549
3	47,164	51,395	55,470	57,506
4	48,654	53,258	57,449	59,546
5	50,127	55,108	59,416	61,572
6	51,617	56,962	61,385	63,595
7	53,094	58,813	63,340	65,600
8	54,579	60,742	65,306	67,605
9	56,057	62,526	67,265	69,637
10	57,539	64,382	69,226	71,654
11	59,019	66,236	70,764	73,025
12	61,424	68,093	73,166	75,687
13	63,824	69,956	75,124	77,709
14	66,223	72,494	77,101	79,405
15	68,212	75,026	79,655	81,972
16	70,202	77,560	82,240	84,535

17	71,730	79,551	84,764	87,371
18	73,273	81,541	86,755	89,362
19	73,273	83,057	88,745	91,376
20	73,273	84,599	90,261	92,892
	73,273	84,599	91,802	94,435
Stipends for Teachers regularly assigned to positions with a regular Teacher work year plus an additional 10 days:				
	3,603	3,603	3,603	3,603
MASTERS IN THE TEACHING FIELD add				
(For those Teachers meeting eligibility requirements as identified in Article 5.3 of 1995-98 contract)		355	N/a	N/a
Doctorate Add			637	637

Effective July 1, 2012, teacher not already at the top step of the salary schedule shall advance one step.

APPENDIX A-3

TRUMBULL TEACHERS' SALARY SCHEDULE

20092013-1014

	BA	MA	6THYR	6TH+15
Step				
4	52,299	57,247	61,753	64,005
5	53,881	59,235	63,867	66,184
6	55,483	61,229	65,982	68,358
7	57,070	63,218	68,084	70,514
8	58,667	65,260	70,198	72,669
9	60,256	67,210	72,303	74,853
10	61,848	69,205	74,411	77,018
11	63,439	71,197	76,061	78,495
12	66,022	73,193	78,636	81,357
13	68,601	75,196	80,751	83,529
14	71,183	77,921	82,876	85,352
15	73,322	80,645	85,621	88,112
16	75,460	84,379	88,367	90,867
17	77,103	85,510	91,113	93,915
18	81,191	87,649	93,253	96,055
19	81,191	89,278	95,392	98,220
20	81,191	93,740	97,022	99,851
21	81,191	93,740	101,722	104,639

Steps	Bachelor	Masters	Sixth Year	Sixth Year +15
1				
2	45,820	49,438	55,366	58,331
3	48,647	53,014	57,217	59,318
4	50,187	54,936	59,259	61,424
5	51,705	56,844	61,288	63,512
6	53,243	58,757	63,319	65,598
7	57,767	60,666	65,335	67,667
8	56,298	62,624	67,363	69,734
9	57,823	64,495	69,384	71,830
10	59,351	66,410	71,407	73,908
11	60,878	68,323	72,990	75,326
12	63,356	70,238	75,460	78,071
13	65,832	72,160	77,481	80,156
14	68,309	74,774	79,530	81,906

	15	70,361	77,389	82,164	84,554
	16	72,413	80,004	84,799	87,198
	17	73,990	82,057	87,435	90,123
	18	75,581	84,109	89,488	92,177
	19	75,581	85,674	91,540	94,254
	20	75,581	87,264	93,105	95,818
	21	75,581	87,264	94,694	97,410
Stipends for Teachers regularly assigned to positions with a regular Teacher work year plus an additional 10 days:		3,716	3,716	3,716	3,716
MASTERS IN THE TEACHING FIELD add					
(For those Teachers meeting eligibility requirements as identified in Article 5.3 of 1995-98 contract)		355	N/a	N/a	
Doctorate Add			657	657	

Effective July 1, 2013, teachers not already at the top step of the salary schedule shall advance one step.

APPENDIX A-4

TRUMBULL TEACHERS' SALARY SCHEDULE

2010-11

Steps	Bachelor	Masters	Sixth Year	Sixth Year +15
1				
2	47,310	51,045	57,165	60,227
3	50,228	54,737	59,077	61,245
4	51,818	56,721	61,185	63,417
5	53,386	58,691	63,280	65,576
6	54,973	60,666	65,376	67,730
7	56,546	62,637	67,458	69,866
8	58,128	64,660	69,553	72,001
9	59,702	66,592	71,639	74,165
10	61,280	68,569	73,727	76,310
11	62,856	70,543	75,362	77,774
12	65,415	72,520	77,913	80,609
13	67,971	74,505	80,009	82,761
14	70,529	77,205	82,114	84,568
15	72,648	79,904	84,834	87,302
16	74,767	83,604	87,555	90,032
17	76,394	84,724	90,276	93,052
18	78,038	86,843	92,396	95,172
19	78,038	88,458	94,515	97,317
20	78,038	90,100	96,130	98,933
21	78,038	90,100	97,772	100,576
Stipends for Teachers regularly assigned to positions with a regular Teacher-work year plus an additional 10 days:	3,837	3,837	3,837	3,837
MASTERS IN THE TEACHING FIELD add				
(For those Teachers meeting eligibility requirements as identified in Article 5.3 of 1995-98 contract)		355	N/a	N/a
Doctorate Add			679	679

APPENDIX B

EXTRA COMPENSATION SCHEDULE

Description	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14
Dept.Chairman-Large (9 or more teachers)	4,524	4,660	4,807	4,963			
Dept. Chairman-Small (Less than 9 teachers)	4,126	4,250	4,384	4,527			
Program Leader (1.0)	4,952	5,100	5,261	5,432			
Program Leader (.8)	4,524	4,660	4,807	4,963			
Program Leader (.6)	4,126	4,250	4,384	4,527			
Program Leader (.2)	3,404	3,506	3,617	3,734			
OTHER EXTRA PAY:							
Student Council Advisor (THS)	3,372	3,473	3,583	3,699			
Yearbook Advisor (THS)	3,372	3,473	3,583	3,699			
Assistant yearbook advisor(THS)	1,686	1,737	1,791	1,850			
Drama Club (THS)	2,055	2,117	2,183	2,254			
Literary Magazine (THS)	1,428	1,471	1,517	1,567			
Newspaper Advisor (THS)	1,706	1,757	1,812	1,871			
Ski Club (THS)	1,572	1,619	1,670	1,725			
Class Advisors (THS):							
9th Grade (2)	898	925	954	985			
10th Grade (2)	898	925	954	985			
11th Grade (2)	1,344	1,384	1,428	1,474			
12th Grade (2)	1,793	1,847	1,905	1,967			
Coordinator of Advisors	1,793	1,847	1,905	1,967			
DECA Advisor (THS)	581	598	617	637			
FFA Coordinator (THS)	581	598	617	637			
Intramural Advisor (THS)	2,906	2,993	3,087	3,188			
Producer of Theatrical Prod. (THS)	1,736	1,789	1,845	1,905			
Director of Theatrical Prod.(THS)	2,316	2,385	2,461	2,541			
Vocal Coordinator of Theatrical Production (THS)	1,642	1,691	1,744	1,801			
Choreographer of Theatrical Production (THS)	1,642	1,691	1,744	1,801			
Instrumental Director of Theatrical Production (THS)	1,642	1,691	1,744	1,801			
Rehearsal Pianist of Theatrical Production (THS)	1,449	1,492	1,539	1,589			
Set Designer & Art Coordinator of Theatrical	1,256	1,293	1,334	1,377			
Technical Director/Theatrical Production (THS)	1,449	1,492	1,539	1,589			
Set Construction/Theatrical Production (THS)	1,256	1,293	1,334	1,377			
Costume/Prop Coordinator/Theatrical Production (THS)	966	995	1,026	1,060			

House Manager/Theatrical Production (THS)		386	398	410	424		
Team Leaders (Academic) (M.S.)		2,897	2,983	3,077	3,177		
Team Leaders (Unified Arts) (M.S.)		1,736	1,789	1,845	1,905		
Student Council Advisor (M.S.)		2,154	2,218	2,288	2,362		
Class Advisor (M.S.)		698	719	741	765		
Newspaper Advisor (M.S.)		1,315	1,355	1,397	1,443		
Yearbook Advisor (M.S.)		1,832	1,887	1,946	2,010		
Literary Advisor (M.S.)		1,315	1,355	1,397	1,443		
Intramural Coordinator (M.S.)		4,092	4,214	4,347	4,488		
Clubs:							
Level 1 (Long Term With Service Component)		1,341	1,381	1,425	1,471		
Level 2 (Long Term - With No Service Component)		898	925	954	985		
Level 3 (Specific Intensive Duration)		599	617	636	657		
Level 4 (Paid per Session)		32	33	34	35		
*SEE DEFINITIONS BELOW							

APPENDIX B

EXTRA COMPENSATION SCHEDULE

Description	2007-2008	2008-2009	2009-2010	2010-2011
Fine Arts Production (M.S. One Advisor)	1,259	1,296	1,337	1,381
Fine Arts Production (M.S. Multi- Advisor/Shared)	2,076	2,137	2,204	2,276
National Jr. Honor Society (M.S. One Advisor)	708	729	752	777
Drama Coordinator (Elementary)	370	381	393	406
Student Council Advisor (Elementary)	268	276	285	294
Intramurals (Elementary) (Per Session)	34	35	36	37
Intramurals (M.S.& THS) (Per Session)	41	42	44	45
Pupil Services Representative	2,375	2,446	2,523	2,605
Mentor Teacher(assigned to beginning teachers, first 2 years only)	300	300	300	300
National Teacher Certificate	514	528	546	564
*Club Level definitions				
Level 1	Long Term Service Component - Long Term (year long) clubs that have a community service component including but not limited to: SPOKES (Hilcrest Service Club); Peer Tutors; Peer Mediation; Magic ME (Madison Service Club); Magic in the Making - full program; AFS; French Club and Honor Society; Spanish Club and Honor Society.			
Level 2	Long Term No Service Component - Long Term (year long) clubs that do not have a community service component including but not limited to: Select Choruses and orchestras (choraleers, jazz band, Madison singers); FCCLA; Bank Tellers, Web Club (Madison); Lunch Bunch Reading Group; Club Madison; Draft Club; Debate Club; Mock Trial; Program of Excellence.			
Level 3	Specific Intensive Duration - Meet extensively for a specific duration of time including but not limited to: MATHCounts; Odyssey of the Mind; Audio-Visual Club; German Club; Latin Club; Italian Club; Math Club; Strategy Club; Keyboarding Program; Language Arts; Babysitting.			
Level 4	Paid Per Session - Advisors paid on a per session basis including but not limited to: Magic in the Making - partial program; Cheerleading (Madison) paid as intramural event; Ebony Club; Environmental Club; Fishing Club; Outdoor Club; Computer Club; Solar Sprint; Knowledge Master Open; Photography Club; Chess Club.			
STIPEND AMOUNTS ARE PER CLUB AND MULTIPLE ADVISORS SHALL SHARE STIPEND PAYMENT.				

APPENDIX C

AGREEMENT Between TRUMBULL BOARD OF EDUCATION and TRUMBULL EDUCATION ASSOCIATION FOR COACHES

EFFECTIVE JULY 1, 2007 - JUNE 30, 2011 THIS AGREEMENT, made and entered into this ____ day of September, 2006, by and between the TRUMBULL BOARD OF EDUCATION (hereinafter called the "Board") and the TRUMBULL EDUCATION ASSOCIATION (hereinafter called the Association"), effective July 1, 2007 to June 30, 2011, inclusive, and shall supersede any prior Agreement between the "Board" and the "Association" concerning salaries and other conditions of employment for Teachers appointed to coaching positions in the Trumbull School System.

ARTICLE I DEFINITIONS

SECTION C1.1 As used in this Agreement, the term "Teacher" or "Teachers" shall be defined as set forth in Section 2 of the collective bargaining Agreement between the Board and the Association, effective July 1, 2007 to June 30, 2011, inclusive to which this Agreement is attached.

SECTION C1.2 As used in this Agreement, "coaching position" shall mean any position set forth on the Compensation schedule for Coaches (Article V) and any other position established by the Board during the term of this Agreement for the purpose of coaching Trumbull public students in an interscholastic sport.

SECTION C1.3 As used in this Agreement, the term "coach" or "coaches" shall mean any Teacher appointed by the Board to a coaching position, except as noted in Section C2.3 below.

ARTICLE II

APPOINTMENT TO COACHING POSITIONS

SECTION C2.1 Appointments of Teachers to coaching positions shall be considered as continuing appointments in that such appointments shall continue from year to year without further action by the Board or the coaches unless the coach resigns from the coaching position or is terminated there from by the Board in accordance with the provisions of this Agreement.

SECTION C2.2 Any Teacher who desires to be appointed to one or more coaching positions shall submit his/her request in writing to the Superintendent.

APPENDIX C

SECTION C2.3 In the event that there is no Teacher qualified for an announced coaching position which has been advertised for a period of two weeks, the Board may seek and appoint a person who is not a Teacher.

ARTICLE III

RESIGNATION FROM COACHING POSITION

SECTION C3.1 Teachers occupying coaching positions may resign there from only in accordance with the following procedure:

C3.1.1 A coach may resign from a coaching position for any reason if he/she submits his/her resignation in writing to the Superintendent within the thirty-day period immediately following the last game or match of the season for the sport from which he/she desire to resign as coach. Said resignation shall become effective immediately, provided that if the Superintendent is not able to find a replacement suitable to the Board prior to the beginning of the next succeeding season of the sport from which the coach resigned, the resignation will not become effective until after the next succeeding season of that sport has been completed.

C3.1.2 If a coach does not resign within the thirty (30) day period as set forth in subsection 3.1.1 above, he/she may not resign except for good and sufficient reasons. The Superintendent will review the resignation and the reasons therefore and shall make a recommendation to the Board. The action of the Board taken thereon shall be final and binding and shall not be subject to a grievance or arbitration pursuant to Article IV of the collective bargaining agreement between the Board and the Association.

APPENDIX C

C3.1.3 Notwithstanding the above, a coach appointed to coach three sports in a school may resign from coaching one of those sports by submitting his/her resignation to the Superintendent in writing within the thirty (30) day period immediately preceding the coaching season for that sport. The resignation shall become effective following the last game or match of that sport in that season.

C3.1.4 A Teacher who does not apply for a coaching position, but who accepts a request by his/her supervisor or superior in the Trumbull School System to coach a sport may resign at the end of the coaching season without any further restriction.

C3.1.5 A resignation for or termination of a teaching contract of a coach under the collective bargaining agreement between the Board and the Association shall automatically carry with it a termination of all rights and responsibilities of the Teacher as a coach and of either party to this Agreement. A resignation from or a termination of coaching duties and responsibilities, however, under this Agreement, shall have no affect on the coaches' teaching contract under the said collective bargaining agreement, and except where provided herein, no one shall be required to coach any sport as a condition of employment or continued employment as a Teacher by the Board.

ARTICLE IV

TERMINATION BY THE BOARD FROM A COACHING POSITION

SECTION C4.1 The Board may for any reason terminate a coach from a coaching position within the thirty (30) day period immediately following the last game or match of the season. Notice of termination together with the reason or reasons therefore, shall be given to him in writing within the thirty (30) day period immediately following the last game or match of the season. If requested by the coach in writing, the Board shall meet with the coach to discuss the reasons for the termination.

SECTION C4.2 The Board may terminate a coach from a coaching position at any time for good and sufficient cause as determined by the Board after according the coach an opportunity to present to the Board his/her views as to why the termination should not be effected. Notice of the termination together with the reason or reasons therefore, shall be given to the coach in writing.

SECTION C4.3 At any time a coach's school assignment is changed, either voluntarily or involuntarily, that coach has the right of resigning his/her coaching position even though the deadlines as stated in sections C3.1.1 and C3.1.3 have expired.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

TRUMBULL BOARD OF EDUCATION

TRUMBULL EDUCATION ASSOCIATION

By _____
Chairperson

By _____
President(s)

September 11, 2006

September 11, 2006

APPENDIX C-1
COMPENSATION SCHEDULE FOR COACHING POSITIONS

	2007-20008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14
CATEGORY 8:	7,244	7,461	7,686	7,946	Increase by GWI	Increase by GWI	Increase by GWI
Head Football							
Choral Director							
Band Director							
CATEGORY 7:	6,036	6,216	6,411	6,620			
Head Basketball							
Head Swimming							
Head Track							
Head Wrestling							
Head Baseball							
Head Softball							
Assistant Varsity Football							
Head Soccer							
Head Field Hockey							
CATEGORY 6:	4,829	4,974	5,131	5,298			
Assistant Athletic Director							
Faculty Manager							
Assistant Varsity Baseball							
J.V. Basketball							
J.V. Football							
Assistant Varsity Softball							
CATEGORY 5:	4,226	4,353	4,490	4,636			
Head Cheerleading							
Cross Country							
Golf							
Head Ice Hockey							
Head Indoor Track							
Tennis							
Head Volleyball							
Sophomore Football							
Head Lacrosse							
Head Gymnastics							
CATEGORY 4:	3,924	4,042	4,169	4,305			
Diving Coach							
J.V. Field Hockey							
Asst. Varsity Field Hockey							
Asst. Sophomore Football							
Asst. Varsity Soccer							
Asst. Varsity Swimming							
Asst. Varsity Wrestling							
Asst. Varsity Track							
J.V. Softball							
J.V. Baseball							
J.V. Soccer							
Freshman Football							
Asst. Varsity Ice Hockey							
Asst. Gymnastics							
CATEGORY 3:	3,621	3,730	3,847	3,972			
Freshman Basketball							
Assistant Volleyball							
Assistant Indoor Track							
Freshman Baseball							
Freshman Softball							
Freshman Soccer							
Freshman Track							
Freshman Wrestling							
Freshman Field Hockey							
J.V. Cheerleading							
J.V. Lacrosse							
Assistant Band Director							
Freshmen Lacrosse							
CATEGORY 2:	2	2,487	2,565	2,649			
Freshman Cheerleading							
Weight Training							
CATEGORY 1:	2	2,175	2,243	2,316			
Assistant Weight Training							

TRUMBULL PUBLIC SCHOOLS
BOARD OF EDUCATION
POLICY MANUAL

SECTION: G-Personnel
CATEGORY: GC-Professional Staff
POLICY CODE: GCBCA-Retirement of
Professional Staff

RETIREMENT INCENTIVE PROGRAM/SEVERANCE

Policy

The Retirement Incentive Program provided by Trumbull Public Schools offers fiscal attractions to both Teachers and the Board of Education. The Teachers shall receive monetary and/or insurance benefits, while the Board will realize a savings in salary payments. Those Teachers who elect to participate in this program during the effective years, shall continue to receive benefits beyond the termination date according to provisions of this policy and regulation. The Board and the Committee on retirement Incentive Program shall meet periodically to review the program.

Adopted: 05/19/81

Revised: 07/0189

Revised: 11/04/91

Revised: 9/11/06

Regulations

1. Eligibility

- a. Minimally a Teacher must be eligible for vested deferred retirement benefits under the Connecticut Teachers' Retirement system according to Chapter 167a of the General Statutes of Connecticut, as amended.
- b. A Teacher must be at maximum step on the bachelor schedule or have attained at least step 18 of the masters, sixth year or sixth year plus fifteen schedules.
- c. A Teacher must be at least **fifty-five (55)** years of age and must have a minimum of **fifteen (15)** years of service as a Teacher in Trumbull Public Schools.
- d. A Teacher must retire from public education in Connecticut exclusive of substitute teaching as limited by the Connecticut Teachers' Retirement system.
- e. This plan excludes any Teacher who retires under disability retirement according to the Connecticut Teachers' Retirement system, Chapter 167a of the General Statutes of Connecticut, as amended.

2. Notification of Intent

Notification of a Teacher's intention to retire under this plan shall be filed on the prescribed Application for Retirement Incentive Program form, normally at least two months prior to one's last day of employment.

3. Retirement Payment

Any Teacher who meets the above eligibility requirements will receive a maximum payment of \$40,000 upon retirement.

4. Method of Payment

- a. Four to ten annual payments none of which shall exceed 25% of the total benefit at the option of the retiree as designated by him/her on the prescribed Application for retirement Incentive Program and Agreement for retirement Incentive Program form. The payment amount may be adjusted providing the Business Office is notified in writing prior to November 1 for the payment of the ensuing fiscal year.
- b. First annual payment commences no sooner than in July following retirement or January of the school year after retirement at the option of the retiree.

5. Survivorship Payment

The remaining payments go to designated beneficiary in case of death. Such beneficiary shall be noted on the prescribed Survivorship Designation form at the time an individual files for early retirement. Should the beneficiary desire to adjust method and/or receipt of payment to alternatives listed in the prescribed Application for retirement Incentive Program form, he/she will be granted such option.

6. Group Insurance

A Teacher who retires pursuant to this article shall be eligible to continue participation in the district group medical hospitalization insurance plan until age 65 as permitted by the terms of the policy with the insurance carrier. It is the responsibility of the Teacher to make arrangements with the school business office to pay to the school district the quarterly premium amounts due in advance and on such date as determined by the school district. There will be no contribution by the Board toward any Teacher's annual premium cost.

7. Duration of Program

Notwithstanding the above, only those full time employees who have reached the age of 55 and fifteen (15) years of service to the Trumbull Board of Education and whose date of hire precedes June 30, 2007, shall be eligible for this benefit.

- a. **The benefit as described above shall be available in accordance with the provisions of Appendix D only to those who retire on or before June 30, 2008.**
- b. **The benefit as described above shall be reduced to \$30,000 and shall be available in accordance with the provisions of Appendix D only to those who retire on or before June 30, 2009.**
- c. **Effective July 1, 2009, the Retirement Incentive Program shall be replaced with a Severance Program which shall be based on the number of accumulated sick days the Teacher has in excess of 150 at the time of retirement.**
- d. **Any retiree earning a salary equal to the MA Maximum or above shall be paid at the rate of \$500 per day not to exceed \$20,000.**

References

- Chapter 167a, Teachers Retirement System, General Statutes of Connecticut, as amended.
- Section 10-183b (3), Definitions, General Statutes of Connecticut, as amended.

Approved: 05/19/81

Revised: 07/01/89

Revised: 11/04/91

Revised 9/11/06



Health Net

EXHIBIT A

HEALTH NET OF CONNECTICUT, INC.
ADVANTAGE PLATINUM NETWORK
CHARTER POS \$25 PLAN
Trumbull Board of Education/ TEA
Effective: July 1, 2007

The Health Net Charter POS plan is an open access plan that offers you the opportunity to use either the Health Net Advantage Platinum network or non-network health care providers each time you seek medical care, and still receive benefits for covered services. Health Net Charter POS gives you a powerful choice. You can work within the Health Net Advantage Platinum provider network or "opt out", choosing a provider not affiliated with Health Net Advantage Platinum. Care delivered within the Advantage Platinum network is covered as an HMO plan. Outside the Advantage Platinum network, care is subject to deductible, coinsurance, and claim forms typical of indemnity plans.

BENEFITS	IN-NETWORK ¹	OUT-OF-NETWORK ²
FINANCIAL		
Deductible:	None	\$500 Single, \$1000 Family
Maximum Out-of-Pocket Cost (does not include charges in excess of allowed amount or non-covered benefits)	None	\$1500 Single, \$3000 Family
Maximum Lifetime Benefit Per Member	Unlimited	\$1,000,000
Coinsurance Level	N/A	80%
PRESCRIPTION DRUGS		
Prescription Coverage:	\$10 Generic Drug Copayment, \$25 Brand Name Drug Copayment per prescription Unlimited Maximum per Calendar Year	
Mail Order (90 day supply): The mail order copayment is two times (2x) the retail co-payment.		
MACB		
Members are responsible for the applicable co-pay each time a generic prescription is filled, or for brand-name medications when the physician indicates "Dispense as Written." However, if the member requests a brand-name medication when a generic equivalent is available—and the doctor has not specifically requested the brand-name medication—the member is responsible for the applicable co-pay and the difference in cost between the generic and brand-name medication.		
PREVENTIVE CARE		
Physical Examination for:		
Children through Age 18	No Cost, in accordance with Health Net's schedule of covered well exams	Subject to Deductible and Coinsurance ²
Adults Age 19 and Over	\$25 Co-payment per Visit, in accordance with Health Net's schedule of well exams	Subject to Deductible and Coinsurance ²
Preventive Immunizations for:		
Children through Age 18	No Cost	Subject to Deductible and Coinsurance ²
Adults Age 19 and Over	No Cost	Subject to Deductible and Coinsurance ²
Mammograms:		
Screening	No Cost	Subject to Deductible and Coinsurance ²
Diagnostic	No Cost	Subject to Deductible and Coinsurance ²
Routine Gynecological Care	\$25 Co-payment per Visit, covered for one pap test and one pelvic exam per calendar year	Subject to Deductible and Coinsurance ²
MATERNITY CARE		
Pre-Natal and Post-Natal (from effective date of Health Net coverage)	No Cost	Subject to Deductible and Coinsurance ²
Hospital Services for Mother and Child (includes all newborn costs even if newborn requires continued hospitalization after mother is discharged)	\$150 Co-payment per admission ³	Subject to Deductible and Coinsurance ²
Family Planning and Infertility Services* (Includes In Vitro Fertilization, GIFT, and ZIFT)	\$25 Co-payment per Visit	Subject to Deductible and Coinsurance ²

EXHIBIT A (continued)

BENEFITS	IN-NETWORK ¹	OUT-OF-NETWORK ¹
OUTPATIENT CARE		
Physician Office Visits	\$25 Co-payment per Visit	Subject to Deductible and Coinsurance ²
X-Rays and Laboratory Tests	No Cost	Subject to Deductible and Coinsurance ²
Physical and Occupational Therapy, for up to 30 combined visits per calendar year	\$25 Co-payment per visit Outpatient visits may require approval in advance. Please refer to your plan document for details.	Subject to Deductible and Coinsurance ^{2, **} Outpatient visits may require approval in advance. Please refer to your plan document for details.
Chiropractic Care, for up to 10 Visits per Year	\$25 Co-payment per Visit ³	Subject to Deductible and Coinsurance ^{2, 3, **}
Cardiac Rehabilitation for up to 12 weeks following myocardial infarction or cardiac surgery	\$25 Co-payment per Visit ³	Subject to Deductible and Coinsurance ^{2, 3}
Speech Therapy, for up to 90 consecutive days	\$25 Co-payment per Visit ³	Subject to Deductible and Coinsurance ^{2, 3}
Diagnostic Procedures	No cost	Subject to Deductible and Coinsurance ²
Surgery Performed in a Hospital or Outpatient Surgical Care Center	\$75 Co-payment per Visit	Subject to Deductible and Coinsurance ²
Allergy Services	\$25 Co-payment per Visit	Subject to Deductible and Coinsurance ²
INPATIENT CARE		
Semi-Private Rooms and Board	\$150 Co-payment per admission ¹	Subject to Deductible and Coinsurance ^{2, 3}
Physicians', Surgeons' and Nursing Services and Medications	No Cost ³	Subject to Deductible and Coinsurance ^{2, 3}
Inpatient Skilled Services such as Physical, Occupational therapy, and Skilled Nursing Care to a combined maximum of 90 days per calendar year	\$150 Co-payment per admission ¹	Subject to Deductible and Coinsurance ^{2, 3}
VISION CARE		
Routine Eye Exams, including refraction:		
• Annually for children through age 18	\$25 Co-payment per Visit	Covered In Network Only
• Once every 2 calendar years for Adults age 19 and Over	\$25 Co-payment per Visit	Covered In Network Only
Medical Care for Injury or Illness to the Eye	\$25 Co-payment per Visit	Subject to Deductible and Coinsurance ²
MENTAL HEALTH CARE		
Outpatient Mental Health Care	\$25 Co-payment per Visit Outpatient visits may require approval in advance. Please refer to your plan document for details.	Subject to Deductible and Coinsurance ² Outpatient visits may require approval in advance. Please refer to your plan document for details.
Inpatient Mental Health Care	\$150 Co-payment per admission ¹	Subject to Deductible and Coinsurance ^{2, 3}
DRUG/ALCOHOL ADDICTION		
Inpatient Diagnosis and Medical Treatment for Drug and Alcohol Detoxification	\$150 Co-payment per admission ¹	Subject to Deductible and Coinsurance ^{2, 3}
Outpatient or Inpatient Rehabilitative treatment for the abuse of, or addiction to drugs and alcohol	\$25 Co-payment per Outpatient Visit ³	Subject to Deductible and Coinsurance ^{2, 3, **}
HOME HEALTH OR HOSPICE CARE		
Home Health or Hospice Care when skilled services are required	No Cost ³	Subject to \$50 Deductible and Plan Coinsurance ^{2, 3}
Inpatient Hospice Care	\$150 Co-payment per admission ¹	Subject to Deductible and Coinsurance ^{2, 3}
OTHER SERVICES		
Durable Medical Equipment (certain devices require prior authorization)	No Cost, unlimited maximum.	No Cost, unlimited maximum.
Prosthetics (maximums are combined in and out of network)		
• Internal	No Cost ³	Subject to Deductible and Coinsurance ^{2, 3}
• Major Limbs, to a maximum of \$5,000 for the first appliance	No Cost ³	Subject to Deductible and Coinsurance ^{2, 3}
• External, to an annual maximum of \$300	No Cost ³	Subject to Deductible and Coinsurance ^{2, 3}
Acupuncture, for up to 20 visits per year	\$25 Co-payment per Visit ³	Subject to Deductible and Coinsurance ^{2, 3}
EMERGENCY CARE		
Physician's Office	\$25 Co-payment per Visit	\$25 Co-payment per Visit
Urgent Care at an Urgent Care Center	\$50 Co-payment per Visit	\$50 Co-payment per Visit
At Hospital Emergency Room	\$75 Co-payment per Visit	\$75 Co-payment per Visit

Tribunal BOE Summary2.doc

EXHIBIT A (continued)

*Please check your Evidence of Coverage for specific benefit information/limitations. A religious employer may opt to exclude any, or all, of the following infertility services: ovulation induction, in vitro fertilization, embryo transfer, artificial insemination, GIFT, ZIFT, or intracytoplasmic sperm injection, uterine embryo lavage, or low fabel ovum transfer.

**For outpatient treatment for the abuse of or addiction to drugs and alcohol, as well as chiropractic care, the allowed amount is determined by the vendor's fee schedule.

1. Advantage Platinum In Network services are services and benefits provided or arranged by an Advantage Platinum Health Net participating provider
2. Out of Network services require a member to pay a deductible and coinsurance
3. When Medically Necessary and Approved in Advance by the Health Net Medical Director

Conditions and Limitations

You are covered for emergencies anywhere in the world. If the situation is life-threatening, go straight to the nearest hospital's emergency room or call 911. If at all possible, try to reach your Health Net primary care physician. Please be sure it is a true emergency. Many people go to the emergency room for things like colds, sore throats, coughs and routine fevers because it's convenient. While none of these problems constitutes an emergency, you are covered for all of them through a visit to your physician's office. You will be responsible for any emergency room charges when it is not an emergency.

Out of Network Benefits

When using Out of Network benefit, prior authorization is required for all inpatient and outpatient hospital admissions, all elective ambulatory surgical procedures, and most diagnostic procedures performed in a non-plan hospital or free-standing surgical center. To obtain prior authorization, please contact Health Net's Customer Service Department at 1-800-441-5741. A penalty is applied to Out of Network reimbursement when the member does not complete the prior authorization process.

General Exclusions

You are not covered for physical exams for employment, insurance, school, premarital requirement or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectable dispensed by a physician in his or her office; prescription drugs prescribed for a non-covered service; dental services unless provided by a rider to the Health Net Subscriber Contract; eyeglasses or contact lenses unless provided by a rider to the Health Net Subscriber Contract; routine foot care; foot orthotics; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

Health Net will not duplicate any benefits for which members are entitled under worker's compensation, No-Fault, Medicare, or other group health insurance coverage.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Health Net Subscriber Contract is the final arbiter of coverage under Health Net. If you have any questions, please call the Health Net Customer Service Department at 1-800-441-5741.

Underwritten by Health Net of Connecticut, Inc.

Slip

Trumbull Public Schools - Group 4222
Delta Dental Premier & Delta Dental Preferred (PPO) - Point of Service Program
Custodians, Secretaries, Teachers, Paraprofessionals, CLIU Support, CLIU Supervisors, Non-Affiliates

EXHIBIT B

<u>Type of Service</u>	<u>Plan Pays:</u>	<u>Limitations</u>
PREVENTIVE: (No Deductible)		
Fluoride Treatment	80%	Under age 19, 2 per calendar year
Oral Exam	80%	2 per calendar year
Palliative Treatment		
Minor procedure to relieve pain only	80%	
Emergency exam	80%	
Prophylaxis	80%	2 per calendar year
Sealants	Not Covered	
X-Rays		
Periapical (single X-ray)	80%	
Bitewings (2 x-rays)	80%	Once per calendar year
Panorex /Full mouth (4 bitewings and a panorex equals a full mouth)	80%	Once in 36 months
BASIC: (No Deductible)		
Anesthesia	50%	
Extractions - simple/surgical (erupted tooth)	80%	
Fillings - Amalgam	80%	
Plastic/composite	80%	
Pulp cap (base under filling)	80%	
Gum graft/incision & draining of abscess or cyst	50%	
Oral Surgery - Alveo/osseous**	50%	
Gingival**	50%	
Impactions (unerupted tooth/soft tissue or body)	50%	
Periodontics (non-surgical)**	50%	** \$500 combined yearly max
Pulpotomy	80%	
Root Canal	80%	
MAJOR: (No Deductible)		
Crowns	50%	Time limit: 5 year replacement
Post and core	50%	
Crown-stainless steel (usually on baby tooth)	50%	
Gold restoration (inlay/onlay)	50%	Only for crowns not part of a bridge, Time limit: 5 year replacement
Implants	Not Covered	
Night guard for grinding of teeth (bruxism)	80%	
Prosthetics (permanent bridge)	Not Covered	
Repair of	80%	
Prosthodontics (removable full or partial denture)	Not Covered	
Repair of and relining of dentures	80%	Once per calendar year, simple repairs only, no additions of teeth allowed, no extensive reconstruction
Space Maintainer (child only when perm tooth not in yet and need to maintain space)	50%	Not part of a bridge
TMJ Appliance	Not Covered	
ORTHODONTIA:		
	Not Covered	

Dependent children are covered to age 19 (25 if enrolled as a full time student in an accredited school or university.)

Delta Dental has two networks available under this plan. The Delta Dental Premier network is the largest of the Delta networks with over 145,000 participating offices nationally (75%+). Delta Dental Preferred (PPO) is a smaller, but more discounted network with over 55,000 participating offices nationwide. Preferred (PPO) fees are on average 20% less than Premier. You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially Preferred (PPO), since they accept the Delta allowance as their maximum charge and cannot bill Delta patients for amounts above this level.

Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's website or benefits services department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental Plan of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.



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IMPORTANT PHONE NUMBERS

Trumbull Sick Call	(203) 452-4363
CEA	(800) 842-4316
TEA (Uniserv Office)	(203) 378-2101
Trumbull Credit Union	(203) 452-5095
Waterbury Credit Union	(800) 992-2226
Connecticut Teachers' Retirement Board	(800) 504-1102
Health Net	(800) 441-5741
Delta Dental	(800) 452-9310